

W. Final Actual Involvement Report

The Contractor will submit, prior to completion or at completion of the Contract and subject to final payment, a report on the actual dollars spent with small businesses and businesses owned by women and minorities during the performance of the Contract. At a minimum, this report will include for each firm Contracted with and for each such business class (i.e., small, minority-owned, women-owned) the total actual dollars spent on this Contract, the planned involvement of the firm and business class as specified in the proposal, and the actual percent of the total estimated Contract value. A suggested format is as follows:

FIRM NAME				
<u>ADDRESS AND</u>	<u>TYPE GOODS/</u>	<u>ACTUAL</u>	<u>PLANNED</u>	<u>% OF TOTAL</u>
<u>PHONE NUMBER</u>	<u>SERVICES</u>	<u>DOLLARS</u>	<u>DOLLARS</u>	<u>CONTRACT</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
Totals for Business Class		_____	_____	_____

X. Confidentiality of Information

Contractor agrees to observe complete confidentiality with respect to all aspects of any confidential information, proprietary data and/or trade secrets and any parts thereof, whether such contents are the commonwealth's or any users' or other manufacturer, contractor or distributor whereby contractor or any contractor's personnel may gain access while engaged by the commonwealth or while on commonwealth's or user premises. Revealing, copying or using in any manner whatsoever any such contents which have not been authorized by the commonwealth or user are strictly prohibited. The restrictions herein will survive the termination of this Agreement for any reason and will continue in full force and effect and will be binding upon the contractor, his agents, employees, successors, assigns, subcontractors or any party claiming an interest in this agreement on behalf of or under the rights of contractor following any termination. Contractor will advise all Contractor's agents, employees, successors, assigns and subcontractors which are engaged by the commonwealth of the restrictions, present and continuing, set forth herein. Contractor will defend and incur all costs, if any, for actions which arise as a result of non-compliance by contractor, his agents, employees, successors, assigns and subcontractors regarding the restrictions herein.

Y. Services Phase-Out Period

The Contractor recognizes that the Services provided hereunder are vital to the Commonwealth and must be continued without interruption. Therefore, the

Contractor will furnish phase-out Services after the expiration of any current term for a 60 day period to allow implementation to a new Contract by the Commonwealth. The phase-out Services will be furnished on terms and conditions and at Rates and Charges that are the same as those in effect hereunder immediately prior to such termination. Should the Commonwealth require that phase-out Services be furnished after the sixty-day period as described above, then these phase-out Services will be furnished on a month-to-month basis at prices to be determined by the Contractor but limited to no more than a 6% increase, and furnished on all other terms and conditions as are in effect hereunder immediately prior to this phase-out period.

Z. Registered Office Certification

A Contractor who is a corporation, domestic or foreign stock or nonstock corporation limited liability company or registered limited liability partnership authorized to transact business in the Commonwealth must certify that they will continuously maintain a registered office in the Commonwealth which may be the same as any of its places of business and a registered agent, who will be a resident of the Commonwealth and either an officer or director of the corporation or a member of the Virginia State Bar, and whose business office is identical with such registered office pursuant to Title 13 of the Code of Virginia. A Contractor who is a sole proprietorship or partnership must certify that it maintains an office in the Commonwealth and name an individual who is a resident of the Commonwealth to serve as its registered agent for purposes of service of process.

Sprint Communications Company, L.P.
Contractor's Registered Agent:

Corporation Service Company
11 S. 12th Street
P. O. Box 1463
Richmond, VA 23218

AA. Price Escalation/Descalation

No price increase will be authorized during the initial term of the contract (approx. 1 year through March 31, 2005). Following the initial term and each twelve (12) months thereafter price increases may be authorized only where verified to the satisfaction of the Commonwealth. Pricing for Year 2 of the Contract if for CapTel services w/o phones will be as provided for in Section V, entitled: "Invoicing for CapTel Services/Pricing". Price increases allowed shall not be retroactive.

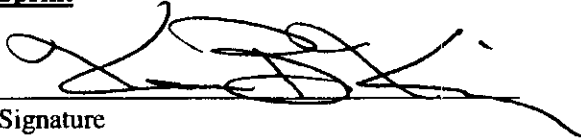
Prior to the Commonwealth's option to renew the Contract, the Contractor is to give not less than thirty (30) days advance written notice of any proposed price

increase to the Commonwealth. Any approved price changes will be effective only at the beginning of the renewal term. The Contractor will document the proposed amount with the request for increase which will: 1) verify that the requested price increase is general in scope and not applicable just to the Commonwealth; and 2) verify the amount of percentage of increase which is being passed on to or by the Contractor and why the percentage of increase is necessary to supply CapTel services to the Commonwealth. The Contractor is further advised that decreases which affect the cost of services are required to be communicated and effective immediately to the Commonwealth.

VIII. ENTIRE AGREEMENT. This Contract and all attachments thereto contain all the terms and conditions agreed upon by the Contractor and the Commonwealth. No oral agreements or representations will be valid or binding upon VITA, Contract User, or the Contractor unless expressly contained herein or by a written modification to this Contract, which is not in conflict with the terms and conditions of this Contract. The effective date of this Contract will be the date last ascribed herein below.

IN WITNESS WHEREOF, the Contractor and the Commonwealth have caused this Contract to be executed, on the dates shown below their respective names.

Sprint

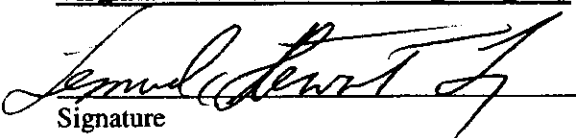

Signature

Print name: Karen King

Title: Manager, Government Contracts

Date: March 5, 2004

Commonwealth of Virginia
Virginia Information Technologies Agency


Signature

Print name: LEMUEL C STEWART JR

Title: CIO OF THE COMMONWEALTH

Date: 3-9-2004

ATTACHMENT A
To
Contract VA-040401-SPNT

General Requirements

The Contractor will provide an unrestricted, 24 hours/day, 7 days/week CapTel™ Services (CapTel), that allow Relay for the Commonwealth's communicatively disabled individual's who are Profoundly Deaf and Able to Speak, Late-Deafened, Cochlear Implant Users, VCO and 2-Line VCO Users, Amplified Phone Users and Hard-of-Hearing individuals who have difficulty understanding speech over a traditional telephone

- 1) The Contractor will establish and operate the CapTel in compliance with Contract specifications. The establishment of this service will include the provision of all necessary facilities, equipment, software, circuits, telephone service, staff, training, setup, testing, reporting, and other program elements as may be needed for implementation and operation of the CapTel Service.
- 2) The Contractor is to ensure compliance with the primary purpose of the CapTel Service, which permits the user to simultaneously both hear what the other party is saying (depending on the degree of hearing the user may have) and read what the other party is saying.

CapTel Service works by incorporating Voice Recognition Technology into a system that allows for complete user control.

CapTel Service results in:

- No call set-up
- Natural conversational flow with invisible/transparent Captioner
- High speed transcription
- High Accuracy Rate

The following is required for the provision of the CapTel Service:

- A Relay Service that provides Captions using advanced CapTel Voice Recognition Technologies.
 - A CapTel telephone designed specifically to interact with CapTel Relay. This device displays Captions simultaneously, along with spoken conversation.
3. CapTel is provided by Captel, Inc. The Contractor will be responsible for coordinating and managing all aspects of CapTel Services for the

Commonwealth and will be the Commonwealth's single point of contact. CapTel, Inc. will manage the CapTel Service Center with traffic carried on the Sprint Network.

4. The Contractor's point of contact is

Randy Murbach, Account Manager
Sprint
401 9th Street NW, Suite 400
Washington, DC 20004
(202) 585-1900 V, 202-585-1840 TTY
202-585-1841 Fax
randy.g.murbach@mail.sprint.com

This individual will serve as the Contractor's primary point of contact for the Commonwealth. In addition, this individual will be ultimately responsible for customer relations, ensuring that all customers, from the Commonwealth's Contract Administrators to CapTel end users are fully satisfied with the quality of the CapTel service. Upon request and within reason considering that there is not a full time account manager assigned to this contract, this individual or a designee will attend advisory council meeting to provide updates, trends and statistics to the members, as well as attending various consumer functions.

The Contractor will provide limited assistance and advisement to the Commonwealth on the development of all marketing activities and will consult with the VDDHH Contract Administrator on setting goals, and formulating action plans to target potential CapTel users and the provision of Outreach services.

The Contractor will coordinate the tracking of all customer complaints and comments, maintaining complaint logs, and providing reports as required herein.

5. Responsibilities of VDDHH

The successful performance of this Contract requires the cooperation and coordination between the Contractor (Sprint), its subcontractor, CapTel, Inc. (CTI), its CapTel equipment supplier; Weitbrecht Communication, Inc. (WCI) and VDDHH. CapTel service is not accessible without a CapTel phone. VDDHH will work directly with WCI to provision and distribute phones to appropriate Virginia Users. Because of VDDHH's involvement with the CapTel equipment, it is likely that VDDHH will be where some Virginia Users address their questions and complaints. VDDHH should direct all such calls to the CapTel Customer Service number. For those calls and complaints that VDDHH does not forward to the CapTel Customer Service, VDDHH

will assume responsibility for creating and maintaining a record of the call and complaint. VDDHH will forward a summary of all such calls and complaints to the Contractor Account Manager for compilation into the monthly report.

ATTACHMENT B
To
Contract VA-040401-SPNT

Service Specifications

1. CapTel Operators will adhere to the following minimum standards:
 - a. The Operator will be trained to caption the words spoken by the hearing party as accurately as reasonably possible without intervening in the communications. The Operator is permitted to provide background noise identification.
 - b. The Operator will not maintain any records of conversation content and will keep the existence and content of all calls confidential;
 - c. The Operator will be required to meet the FCC standards for TRS minimum transcription speed;
 - d. The Operator will not limit the length of a call and will stay with the call for a minimum of ten minutes when answering the placing a call;
 - e. Personnel supporting CapTel will have the requisite experience, expertise, skills, knowledge, training and education to perform CapTel services in a professional manner.
2. The CapTel Service will allow CapTel users to place all network call types commonly supported by TRS, including but not limited to:
 - a. Intrastate
 - b. Interstate
 - c. Toll free
 - d. 911
 - e. Pay per call services
3. The following calls are not applicable or not provided with the CapTel Technology
 - a. Coin-sent paid calls
 - b. All non-English Language calls, except for Spanish Language calls.
 - c. Any TRS call which is not a CapTel call, including but not limited to:

- VCO
- HCO
- STS
- VRS
- 2-line VCO
- TTY calls, or any other non-CapTel call.

4. Disaster Recovery Plan
a. Notification Procedure

- 1) The Contractor will provide notification immediately if there is any type of natural or man-made problem that causes complete (100 percent) loss of the CapTel Service Relay Center. Notification will occur after confirmation by the Contractor that the Center is experiencing a problem of such magnitude. Performance at the Center is monitored continuously 24 hours a day, seven (7) days a week.

The Contractor will assess the problem and contact will be made by telephone. (The Contractor will leave a message for a call back if the VDDHH Contract Administrator is unavailable.) After the incident, the Contractor will send a follow-up letter and/or e-mail to the VDDHH Contract Administrator to document the occurrence.

- 2) The Contractor will provide notification immediately of any partial loss of service in excess of 15 minutes that is service affecting. Examples of such a loss in service include accidental switch rebooting, loss of transmission facilities through the telephone network, terrorist attack, bomb threat or other work stoppage, or sudden loss of CapTel Operator position capabilities.

In cases of partial loss of service, such as several inoperable CapTel Operation positions, local area network outages, the CapTel Center on-site technician will notify CapTel Service Center to schedule repair. Only those partial losses of service that are service affecting in excess of 15 minutes will be called into the VDDHH Contract Administrator. If the problem is within the CapTel Center, maintenance can usually be performed by the on-site technicians. Hardware spares are retailed at the Center to allow for the most common

type of repair required without the ordering of additional equipment.

b. Time Frames for Service Restoration

1) Complete loss of service due to equipment

- Normal business day – A technician is on-site during the normal business day. The technician will provide parts and/or resources necessary to expedite repair of the most common problems within two (2) hours.
- Outside of the normal business day – A technician will be on-site within four (4) hours. The technician will then provide parts and/or resources necessary to expedite repair of the most common problems within two (2) hours.

2) Due to Utilities or Disaster at the Center

Service will be restored as soon as the utility is restored provided the equipment was not damaged. If the equipment was damaged then refer to the timing in the statement in paragraph 1) above.

3) Due to Telco Facilities Equipment

A technician will be dispatched as necessary. The normal Telco escalation procedures for a partial outage will apply:

- Two (2) hours at first level,
- Four (4) hours at second level
- Eight (8) hours at third level

These hours of escalation are all during the normal business day, so a trouble ticket may be extended from one day to the next.

4) Partial loss of service – Due to Equipment

- Normal business day – A technician is on-site during normal business hours. The technician will provide parts and/or resources necessary to expedite repair of the most common problems within four (4) hours.
- Outside of the normal business day – A technician will on-site within eight (8) hours. The technician will then provide parts and/or resources necessary to expedite repair of the most common problems with four (4) hours.

- 5) Due to Position Equipment
A technician will be on-site within eight (8) hours, provided there are not enough positions working to process the forecasted traffic volumes. The technician will provide parts and/or resources necessary to expedite repair within 48 hours. If there are enough positions functional to process the forecasted traffic, the equipment will be repaired as necessary.
- 6) Due to Telco Facilities Equipment
A technician will be dispatched as necessary by the Contractor. The normal Telco escalation procedures for a partial outage will apply:
- Eight (8) hours at first level
 - Twenty-four hours at second level

These hours of Telco escalation are all during the normal business day, so a service request may be extended from one day to the next.

c. Trouble Reporting Procedures

The following information will be required when reporting any non-service affecting troubles to CapTel Customer Service, during normal business hours:

- Callers Name
- Contact Number
- Calling to / Calling from if applicable
- Description of the trouble

Non-service affecting trouble calls will be reported to Customer Service during normal business hours, 9:00 a.m. to 6:00 p.m. Eastern, Monday through Friday. This does not include Saturday, Sunday and holidays.

Hours outside the normal business day are 6:00 p.m. to 9:00 a.m. Eastern, Monday through Friday.

CapTel Service Escalation Procedures

Level	Escalation Procedure	Point of Contact (POC)	Phone Number
1	Trouble Call	Sprint Account Manager: Randy Murbach	(202) 585-1900 randy.g.murbach@mail.sprint.com Pager: rmurbach@sprintpcs.com
2	Sprint Technical Representative	Sprint Business Development Manager: Heather Kosteinick	1-913-661-8688 1-973-707-6341 heather.l.kostelnick@sprint.com
3	Sprint Relay Branch Director	Paul Ludwick	1-913-661-8927 ofc 1-913-219-4476 cell paul.w.ludwick@mail.sprint.com
4	Sprint Relay Senior Director	Mike Ligas	1-703-904-2210 Mike.ligas@mail.sprint.com

All calls concerning customer service issues are to be placed by dialing CapTel Customer Service at 1-888-269-7477. A Customer Service agent will take information concerning the callers' location, telephone number, number caller is attempting to dial and any recorded messages that might have been played.

The Contractor will provide CapTel service from the CapTel Service Center currently in Madison, WI. The Center is equipped with redundant systems for power, ACD/telecom switching equipment, call processing servers, data network servers and LAN gear. Most equipment failures can be corrected without complete loss of service.

5. FCC Regulations - All current standards and regulations and any future standards implemented by the FCC relating to CapTel adopted by the FCC or regulations codified by FCC are hereby incorporated by reference, as minimum standards required in the context of this Contract, whether or not said standards are specifically mentioned, named, or referred to in this Contract. The Commonwealth may negotiate with the Contractor in the event of FCC mandated changes in the provision of CapTel services, which require an increase in price.

ATTACHMENT C
To
Contract VA-040401-SPNT

Service Center Specifications

1. The Contractor will provide CapTel services from the CapTel Service Center.

The Center will:

- a. Provide CapTel service 24 hours a day, 7 days a week and 365 days a year.
- b. Supply adequate staffing to provide CapTel users, under the agreed upon volumes, with 85% of the calls being answered in 10 seconds or less on a daily basis.
- c. Comply with P.01 customary TRS industry standards.
- d. Allow users to access their chosen interexchange carrier (IXC)
- e. Have established procedures to route emergency calls to the appropriate Public Safety Answering Point (PSAP) or as may be required by the FCC.
- f. Allow CapTel users to utilize alternate billing arrangements; for example, collect, third number, person to person, calling card, credit card and 900 number services.
- g. Have auxiliary power for operation during commercial power failure.

ATTACHMENT D
To
Contract VA-040401-SPNT

Facility Design and Access

Workspace Accommodations for Call Privacy and Confidentiality - The Contractor will ensure that the equipment and structural accommodations made to the operator workspace will ensure the total confidentiality of CapTel user's calls, and prevent the CapTel users on one call from overhearing a CapTel Operator processing another call. Such incidents will be considered a breach of confidentiality on the part of the Contractor.

ATTACHMENT E
To
Contract VA-040401-SPNT

**Billing Standards / Access- Long Distance,
Toll Calls & Flat Rate Calling Plans**

- 1) Ask for Carrier of Choice – Standard procedures will require CapTel users to contact CapTel Customer Service to request their carrier of choice, as required. Customer Service will provide a list of participating carriers if needed or upon request.
- 2) Carrier of Choice Not Available - If the inbound caller's Carrier of Choice is unavailable via CapTel; CapTel Customer Service will provide a list of available carriers for the customer upon request. If the caller accepts having his/her call placed by the Contractor, the call will be billed to the caller at the provider's appropriate rate.
- 3) Carrier of Choice Is Available - The Contractor's Carrier of Choice (COC) feature will automatically route COC requests via the customer's requested carrier's network so that the call can be billed appropriately by that carrier. Customers will be able to process paid billing or operator assisted call handling (calling card or phone debit cards) for their COC requests and the call will be processed accordingly.
- 4) Inbound Domestic Calls - The Contractor will, at no cost to the person placing the call, provide toll free inbound service to the CapTel Center from within the United States for placing a call to a CapTel user.
- 5) Land-line Flat Rate Calling Plans - The Contractor will ensure that a customer having an expanded flat rate calling plan is able to place calls through CapTel to points within the expanded local calling area without incurring any charge for the call. The databases used by the Contractor to determine whether a call is local or local-toll are updated on a monthly basis. Subscribers to optional EAS plans offered by some LEC's are handled manually. In the event of a customer issue regarding incorrect billing for a traditionally "free" local call, the complaint is forwarded to the CapTel Customer Service, where the fix is made. Once this is accomplished, the customer will not be billed for those calls.
- 6) System Billing Process - The Contractor will ensure that call detail record generation will be automated and available for audit.
- 7) Invoicing/Billing Record - The billing account record will contain, at a minimum, the following information:

- a. Telephone number or credit/calling card number to be billed (NPA-prefix-line number)
- b. Originating telephone number (NPA-prefix-line number)
- c. Terminating telephone number (NPA-prefix-line number)
- d. Date
- e. Start time (the actual time the calling party is initially connected to the called party or to an answering machine at the called party's number, or intercept message for the called number)
- f. End time (the time when either the called party or the calling party hangs up; whichever occurs first)
- g. The Contractor may bill in six (6) second increments when measuring call length.

ATTACHMENT F
To
Contract VA-040401-SPNT

Service Standards

The CapTel Service will meet or exceed the following service standards:

- 1) Operate the CapTel Center 24 hours per day, 7 days per week, and 365 days a year.
- 2) No restrictions on the length or number of calls placed by customers.
- 3) The average daily blockage rate for all calls into the CapTel Center will be no greater than P.01. Blockage rate will be measured by sampling the number of calls being blocked for each 24-hour period.
- 4) Average Speed of Answer (ASA) Requirements:
 - a. The Contractor will meet an average daily answer time of eighty-five percent (85%) of all incoming calls within ten (10) seconds over each 24-hour period. ASA is measured by an average of actual answer times calculated as the sum of all individual call answer times divided by the number of inbound calls, not by periodic sampling, nor by an average of averages.
 - b. Measurement of ASA will begin when the provider's switch (ACD – Automatic Call Distribution) accepts the call from the local exchange carrier (LEC) and the public switched network delivers the call to the CapTel Center. The CapTel Center will accept all calls immediately when offered by the LEC (without delay) or return a busy signal. Measurement of speed of answer will continue until the accepted call is either abandoned or answered by a live operator ready to relay the call. This will not include a live operator or other individual answering the call to determine call mode or for any other reason except the immediate initiation of the actual outbound call out-dial and relaying of the call.
- 5) Any call not answered within 90 seconds will be considered a blocked call and reported accordingly.

ATTACHMENT G
To
Contract VA-040401-SPNT

Complaint Resolution and Maximum Customer Satisfaction

- 1) 9:00 a.m. - 6:00 p.m. Eastern, Monday thru Friday, excluding holidays
On-site Complaint Resolution Process:

The Contractor will include the procedure for handling complaints, inquiries, and comments regarding CapTel

- a. Customer Complaints are to be directed to and handled by the CapTel Customer Service Center. It is also expected that some complaints will come in to VDDHH. Both of these services will be required to maintain a complete record of all complaints received and forward those to the Sprint Account Manager on a monthly basis.
 - b. Complaint Forwarded to the Department – Filed Complaints should include customer contact information if given, operator number, nature of complaint, resolution or immediate steps taken toward a resolution. All complaints and relevant information concerning the complaint will be forwarded to the VDDHH Contract Administrator by the Contractor's Account Manager on a monthly basis.
 - c. Complaints Not Immediately Resolved - Complaints not resolved within 24 hours will have all follow up information included in the monthly reports and forwarded to the VDDHH Contract Administrator and will include any follow up steps that were required.
 - d. Customer Contact Information - Customers will be asked if they would like to leave contact information in order that a complaint may be followed up in writing.
 - e. Customer Follow Up - Customer complaints will be followed up with a letter to the Customer that will clearly indicate the problem reported and steps taken toward resolution, with a copy to the VDDHH Contract Administrator.
 - f. The Department reserves the right to intervene or advocate on behalf of the customer at any time during the resolution process.
- 2) Monthly Complaint Reports - Monthly reports concerning complaints are to be submitted to the VDDHH Contract Administrator.
- 3) Annual Complaint Log Summary - A TRS Annual Log Summary of Consumer Complaints will be prepared for the Department. This log will include the reporting period of June 1 of the previous year to May

31 of the current year. The Log must be received in electronic format by the VDDHH Contract Administrator no later than June 15 of the current year.

- 4) Complaints in Violation of the FCC TRS Order - Complaints related to issues of any violation of the FCC TRS Order are to be clearly marked as such.
- 5) Customer Information and Referral Calls - The Contractor will have all information and referral calls referred to the VDDHH Information and Referral Services number (800-552-7917).

ATTACHMENT H
To
Contract VA-040401-SPNT

Communications Assistant (CA) Training

The Contractor's plan for providing ongoing training to operators, at a minimum, is as follows: (The VDDHH Contract Administrator must approve all plans.)

- **Caller's Name Not Required**
Callers will not be required to give their full names or the full name of the party they are calling. This information will not be recorded in any form without the permission and knowledge of the caller (except for long distance billing purposes). If a full name would facilitate the call, the operator may ask for that information and explain the purpose for doing so. However, the operator will not refuse to process a call if the caller refuses to give full names.

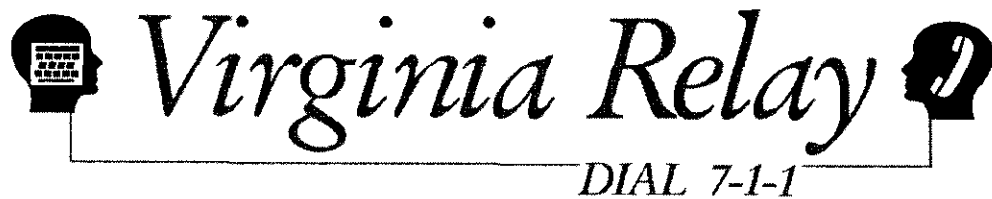
The Contractor's standing policy is that no personal information is to be required from any customer except in the interest of call facilitation, which is very narrowly defined in order to avoid breach of transparency. It is also standing policy that a CapTel CA will never refuse to process any call for any reason; such refusal would constitute call abandonment, which is subject to disciplinary action.

All CapTel CA's are required to sign the Pledge of Confidentiality, promising not to disclose the identity of any caller, fellow CapTel CA, or any information learned during the course of CapTel calls. This applies to all CapTel Service personnel during the period of employment and after termination of employment.

In addition, Section 8.01-44.3 of the Code of Virginia prohibits the divulgence of communications by qualified interpreters or communication assistants (CA's). Such divulgence is defined as a civil offence punishable by recovery of actual damages or \$100.00 whichever is greater.

Exhibits C-G

Annual Consumer Complaint Logs
2003 – 2007



CC Docket No. 98-67

ANNUAL LOG SUMMARY OF CONSUMER COMPLAINTS
CONCERNING TRS

June 1, 2002 – May 31, 2003



COMMONWEALTH of VIRGINIA

Ronald L. Lanier
Director

Department for the Deaf and Hard of Hearing

(804) 662-9502 V/TTY
1-800-552-7917

Ratcliffe Building Suite 203
1602 Rolling Hills Drive
Richmond, Virginia 23229-5012

June 25, 2003

Section 56-484.7 of the *Code of Virginia* designates the Virginia Department for the Deaf and Hard of Hearing (VDDHH) as the oversight agency for telecommunications relay services within our Commonwealth. With technical assistance from the Virginia State Corporation Commission and with AT&T as our contractor, Virginia Relay operates the nation's twelfth busiest center.

On behalf of VDDHH, the Virginia Relay Advisory Council and Virginia's telecommunications relay service, I am pleased to submit the following Annual Log Summary of Consumer Complaints Concerning TRS for the period June 1, 2002 through May 31, 2003. We are pleased to report the total number of consumer complaints received by Virginia Relay decreased by 21% from our previous reporting period. Consumer complaints related to FCC minimum standards decreased by 67%. During this same period, service commendations from consumers increased by 19%.

The past twelve months have also proven to be an exciting period of progress for Virginia Relay. During this time, the Virginia Relay Advisory Council kicked off a statewide advertising campaign, including media coverage, public relations events, revised relay brochures and the soon-to-be-launched Virginia Relay homepage. Our independent relay Quality Assurance Testing during the summer of 2002 showed improvement in many key CA performance areas. Perhaps the most noteworthy event during this past year was the overwhelmingly positive consumer response to our CapTel (captioned telephone) trial.

Thank you for the opportunity to forward this summary of consumer feedback to you, and we hope you find it beneficial. All questions concerning this submission should be directed to the VDDHH Relay and Outreach Manager, Clayton E. Bowen, bowence@ddhh.state.va.us. You may also reach him at 1-800-552-9717, voice/TTY.

Sincerely,

A handwritten signature in cursive script that reads "Ronald Lanier".

Ronald L. Lanier

Table of Contents

Consumer Comments and Methodology	4
Discussion of Consumer Complaints	5
Reporting Tables:	
Alleged Violations of the Federal Minimum Standards	5
Days for Resolution of Federal Minimum Standards Complaints	5
Carrier of Choice and Elimination of Billing Issues	6
Annual Consumer Complaint Summary	7
Summary of All TRS User Feedback	10
Monthly Logs, June 2002 -- May 2003	11

Consumer Comments and Methodology

Virginia Relay consumers can provide comments directly to AT&T or through VDDHH in a number of ways.

AT&T receives consumer comments from:

- Communication Assistants (CA)
- Relay Center Support Desk
- AT&T Relay Customer Service Line 1-800-682-8786 (TTY) 1-800-682-8706 (Voice)
- AT&T National Relay Website www.att.com/relay
- Consumer Correspondence

VDDHH receives comments from:

- VDDHH Toll-Free Customer Service Number 1-800-552-7917 (TTY/Voice)
- On-line Relay Consumer Input Form www.vddhh.org
- VDDHH E-mail Address ddhhinfo@ddhh.state.va.us
- Virginia Relay Advisory Council Members
- Regional Consumer Forums
- VDDHH Online Town Hall Meetings
- Contracted Outreach Staff
- Consumer Correspondence
- The Commonwealth Poll

All feedback from the consumers of Virginia Relay is recorded in AT&T's automated Commendation, Inquiry, Complaint System, more commonly referred to as CICS. All comments are entered into the CICS database within twenty-four hours of receipt, whether received by AT&T directly or provided through VDDHH. AT&T is then required to forward VDDHH an electronic copy of each entry within the ensuing twenty-four hour period. The majority of CICS complaints received by AT&T are responded to and resolved by the AT&T Relay Services National Customer Care Center. For complaints received directly by VDDHH, staff provides the response to the consumer in many cases. A copy of the consumer's comments is electronically forwarded to AT&T for CICS entry and appropriate documentation and follow-up.

Any complaints directly related to CA performance are routed to the relay center manager who is required to meet with the individual CA within seventy-two hours of receipt of the complaint. Additional CA training is then scheduled if appropriate.

Complaints or inquiries related to technical or billing issues are not subject to a specific deadline since technical research or follow-up with other entities may be necessary. However, timely resolution of these items is still required and monitored by VDDHH. In addition, the Virginia

State Corporation Commission (SCC) is available to assist VDDHH with billing issues related to phone companies under their jurisdiction.

Copies of all CICS entries are maintained by VDDHH and reconciled to the monthly CICS report summary provided by AT&T. VDDHH staff members immediately investigate any complaints not indicating resolution during the month in question. Since June of 2000, any CICS entry related to an alleged violation of FCC TRS standards or of more stringent Virginia contract requirements is identified and filed separately. This allows for a clear annual accounting of specific complaints related to FCC or state contract requirements. These complaints are also noted in the annual submission of our FCC Complaint Log. All CICS entries and monthly reports are retained by VDDHH for a minimum of five years.

An annual summary sheet of all customer feedback logged for the reporting period appears as page 10 of this document. Individual entries are listed in a final section by month and feedback type. These entries also indicate a resolution date where appropriate.

Discussion of Consumer Complaints

For the current FCC reporting period, 393 customer contacts were received and reported through CICS. Of this number, 53 or 13% of total contacts were identified as complaints. Of the 53 complaints, only 12 or 23% were identified as alleged violations of the federal minimum standards. These figures represent significant improvements from the 2001-2002 reporting period. A breakdown of the FCC reportable complaints appears below.

Alleged Violations of the Federal Minimum Standards

Confidentiality	1
Verbatim Relay of Call by CA	2
Answer Speed (Waiting Time)	6
CA Typing Skills	3

Number of Days for Resolution of Federal Minimum Standards Complaints

	Same Day	1 day	2-5 days	6-10 days	11-20 days	21-45 days	46-90 days
Confidentiality		1					
Verbatim	1		1				
Answer Speed	2	2	1	1			
CA Skills		2			1		